

**COOPERATIVE AGREEMENT BETWEEN THE
THE UNIVERSITY OF TEXAS AT AUSTIN AND CITY OF AUSTIN
RE: AMERICORP VISTA and VISTA VetCorps MEMBERS**

RECITALS

This agreement (Agreement) is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each party represents and warrants that the compensation, if any, contemplated in this Agreement is in an amount that fairly compensates the performing party for the services or functions described in this Agreement, and is made from current revenues available to the paying party.

Recognizing the importance of pooling resources to enhance the University of Texas at Austin's efforts to alleviate poverty in the Austin metropolitan area community and enhance the City of Austin's efforts through the Cities of Service program to build "impact volunteerism", the City of Austin (City) and the University of Texas at Austin (UT), through its Office of the Vice President for Diversity and Community Engagement (OVP), agree to enter into this Agreement regarding the OVP's AmeriCorps VISTA program. The City and UT are collectively referenced as "the Parties" and they agree as follows:

I. PURPOSE

- A. The United States Corporation for National and Community Service (CNCS) administers AmeriCorps Volunteers In Service to America (VISTA), a national program comprised of over 6,500 members who are selected to serve for one year building the capacity of one of over 1,200 projects nationwide designed to address the root cause of poverty. AmeriCorps VISTA members are federally funded national service participants, and all benefits and living allowances are provided through the United States Corporation for National and Community Service. Members serve 40 hours per week, with 4 hours held for weekly professional development training.
- B. The CNCS has recently partnered with the Community Anti Drug Coalition of America (CADCA) to develop the AmeriCorps VISTA VetCorps program. This new AmeriCorps VISTA program is a national program designed to address the unique needs of veterans. The same stipulations and benefits of the VISTA program apply to the VetCorps program with exceptions based on additional benefits received by any veterans selected for the VetCorps positions prior to start of their year of service.
- C. UT has been assigned AmeriCorps VISTA and VetCorps members and wishes to provide the City with five VISTA members and three VetCorps members, to be under the oversight of the designated person within the City.

II. TERM

- A. This Agreement shall become effective on the date executed by all parties and shall remain in effect for 12 months, unless previously terminated or extended under Section I.B. or Section IV.

- B. It is the intent and understanding of the Parties that the obligations of each party under this Agreement that require funding, if any, shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any party funds are not appropriated for such party's performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other party of the non-appropriation of funds.

II. OBLIGATIONS OF UT

The OVP will:

- A. Hire the five selected AmeriCorps VISTA members and three selected VetCorps members who will be assigned to the City;
- B. Manage the overall AmeriCorps VISTA grant;
- C. Manage the payment process for all cost-shared VISTA and VetCorps members within the UT VISTA program which includes collecting all cost-share payments from the City to cover the cost of the CNCS VISTA living allowance and a portion of the cost of meals and supplies for all UT VISTA professional development training sessions scheduled throughout the year.
- D. Serve as the overall AmeriCorps VISTA site supervisor agreeing to schedule weekly professional development training sessions and schedule periodic one-on-one meetings with each AmeriCorps VISTA and VetCorps member;
- E. Provide advanced notice to the designated person within the City via email regarding any OVP events that the AmeriCorps VISTA and VetCorps members will be required to attend.

III. OBLIGATIONS OF THE CITY OF AUSTIN

The City will:

- A. Complete the selection process for five AmeriCorps VISTA members and three VetCorps members;
- B. Provide the AmeriCorps VISTA and VetCorps members with office space and other adequate work equipment;
- C. Assign a supervisor appropriate for the objectives of this Agreement who will provide day-to-day supervision for the AmeriCorps VISTA members;
- D. Abide by the intent of the AmeriCorps VISTA program as an opportunity to utilize the services of AmeriCorps VISTA members as a resource to build the capacity of the organization rather than to provide direct service or replace an existing position;
- E. Allow the AmeriCorps VISTA members to attend required OVP events;
- F. Provide the \$12,000 annual payment for each cost-share VISTA member to UT and \$6,500 for two of the three cost-share VetCorps members; check made payable to "UT Austin." The City will make this payment in one lump sum. Therefore, payment in full must be received by the end of the first month the VISTAs start their year of service. If payment is received after the fifth working day of the first month of service with no prior arrangements made, UT will impose a late payment fee of 15% of the total cost-share payment.

The cost-share payment check(s) must be mailed to:

Aurora Munoz
c/t The University of Texas at Austin
2304 Whitis Avenue, Stop G4600
Austin, TX 78712-1658

- G. Provide the CNCS standard mileage compensation when the AmeriCorps VISTA members must attend work-related events that require the use of a personal vehicle.

IV. MUTUAL OBLIGATIONS OF The City AND UT

Representatives of the UT Division of Diversity and Community Engagement and the City will meet in April 2013 to determine plans for future AmeriCorps VISTA member opportunities.

V. TERMINATION

Notice of any claims of material breach shall be given in writing, identifying the breach claimed with particularity, and stating the time permitted for cure, such time to be commercially and legally reasonable. Such a notice of claim of breach is sufficient to constitute termination of this Agreement. Without waiving any legal rights, the parties agree to voluntary mediation of any disputes.

VI. NOTICES

Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed or emailed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above.

The Parties designate the following persons for receipt of notice:

If to UT:

Cheryl Sawyer
Director of Community Resource Development,
Office of the Vice President for
Diversity and Community Engagement
University of Texas at Austin
100 West Dean Keeton Street, 4th Floor, Mail Code A6300
Austin, TX 78712
Phone Number: 512-471-6173
Email Address: cheryls@austin.utexas.edu

If to City of Austin:

Marc A. Ott
City Manager, City of Austin
Attention: Sly Majid, Chief Service Officer

301 W. 2nd Street
Austin, Texas 78701
Phone Number: 512-404-4047
Email Address: sly.majid@austintexas.gov
(Designated Person for Contract Management)

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

VII. MISCELLANEOUS

- A. Complete Agreement. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supercedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.
- B. Amendment in Writing. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.
- C. Severability. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- D. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Travis County, Texas.
- E. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by UT and the City, or designee.

This Cooperative Agreement is executed to be effective the date of the last party to sign.

THE UNIVERSITY OF TEXAS AT AUSTIN:

By: _____
Debra Y. Stevens
Business Contracts Administrator

Date: _____

CITY OF AUSTIN:

By: _____
Marc Ott

Date: _____

City Manager

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

Date: _____